

MICHAEL H. WAINWRIGHT and
T. SCOTT PERNICI
Plaintiffs

DOCKET # 599,021 SEC. B
1ST JUDICIAL DISTRICT COURT

VERSUS

PARISH OF CADDO

OLLIE TYLER and
BRIAN CRAWFORD
Defendants

STATE OF LOUISIANA

SCANNED 06/16/17 00:00:01 22

PETITION

NOW INTO COURT, come the Plaintiffs, MICHAEL H. WAINWRIGHT ("WAINWRIGHT"), a resident and domiciliary of Brevard, Transylvania County, North Carolina; and, T. SCOTT PERNICI ("PERNICI"), a resident and domiciliary of Caddo Parish, Louisiana, whom respectfully represent that:

1.

Made Defendants herein are OLLIE TYLER ("TYLER") and BRIAN CRAWFORD ("CRAWFORD"), individually, each of whom are individuals of the full age of majority and residents of Caddo Parish, Louisiana.

2.

That venue is proper under La. C. C. P. art. 42 and La. C. C. P. art. 74.

3.

This cause of action arises from a series of defamatory statements regarding PLAINTIFFS, made by TYLER and CRAWFORD during the months of October, November, and December 2016; and, January 2017.

4.

This action involves public figures, TYLER – who, at all relevant times was the Mayor of the City of Shreveport; – and, CRAWFORD – who, at all relevant times, was the Chief Administrative Officer for the City of Shreveport – defaming private citizens, WAINWRIGHT and PERNICI.

5.

At all relevant times, TYLER and CRAWFORD were acting individually and/or in concert with one another.

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J. Harper

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[Signature]
ERIC BAUMLEY
PARISH DEPUTY CLERK OF COURT

6.

All Defendants have made defamatory statements regarding WAINWRIGHT, PERNICI, and others, some of which are defamatory *per se*, and have either recklessly and maliciously or negligently communicated and published these defamatory statements to third parties, which defamatory statements were either known to be false; and/or were made with malicious intent and/or reckless disregard for the truth; and, which communications have harmed the reputations of the WAINWRIGHT and PERNICI.

FACTUAL BACKGROUND¹

7.

Prior to the filing of this action, and sometime in the first half of 2015, PERNICI examined his residential water bill and was unable to reconcile the amount he was billed for the gallons of water listed against the tier rates as established by City Ordinance #164 of 2015 (which established new rates for residential water use on a tier structure). PERNICI also reviewed the water bills of other family and friends.

8.

PERNICI then contacted WAINWRIGHT and asked him to research the Ordinance to see if he could reconcile the tier structure with the amounts being billed.

9.

After a sufficient number of water bills were accumulated, WAINWRIGHT and PERNICI were able to analyze the data in search of an explanation as to what formula the City was utilizing that caused the tier 1 and portions of the tier 2 water bills to correctly match up with the Ordinance, and discovered that the higher consumption water bills were being under billed by up to \$9.16 each month for in-city residential customers and up to \$18.32 each month for outside-city residential customers, which they estimate to add up to a loss of well over One Million (\$1,000,000) Dollars annually to the City's revenue.

1. For a complete recitation of the background facts of this Petition, please refer to *Sand Beach Properties, LLC v. City of Shreveport*, Docket No. 596,181-A, First Judicial District Court, Caddo Parish, Louisiana.

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10.

WAINWRIGHT and PERNICI realized that their discovery could literally mean millions of dollars of new, additional revenue to the City of Shreveport over the course of the next twenty-five years and beyond, and they concluded after more research and due diligence, that the City was not sufficiently diligent nor did it have sufficient safeguards in place to either detect or correct its error on its own. The City has now acknowledged that it did not have the means to discover this error on its own.

11.

WAINWRIGHT and PERNICI understood that their research and due diligence was of very substantial value to the City under existing rate structure and they believed that the City of Shreveport would be very pleased to learn they could substantially enhance their revenues without having to pass any new ordinances or impose any new fees.

12.

Based on experience and other contingency fee contracts the City of Shreveport has routinely entered in the past, WAINWRIGHT and PERNICI expected that the City of Shreveport would be willing to pay them 25% of the additional revenues generated for just the first four years after the under billing was corrected, which would constitute only about four (4%) percent of the additional amounts the City would receive over the next twenty-five (25) years. WAINWRIGHT and PERNICI viewed the circumstances as a classic “win-win” opportunity.

13.

WAINWRIGHT and PERNICI decided that their discovery of the City of Shreveport’s error should be vetted by an expert in the field of municipal water systems and billing to ensure that they had: (i) correctly interpreted the Ordinance, so they contacted Justin Haydel, President of Manchac Consulting Group, Inc.; (ii) correctly identified the error and identified the solution to correct the error; and, (iii) identified the likely party responsible for the error and how to reclaim the lost revenue from time period of the incorrect implementation.

14.

Manchac was able to arrange a meeting with City Attorney William Bradford.

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